

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

Randee Noggle, Adam Noggle,
Catherine Rodgers, Leonard Rodgers,
Kendrick Rouser, Gunther Hamann,
and Lauren Hamann,

Plaintiffs,

v.

EasyKnock, Inc., EK Real Estate Fund
1, LLC, and Jarred Kessler, in his
Individual Capacity,

Defendants.

Case No. 24-cv-11638-SFC-CI

Hon. Sean F. Cox
United States District Judge

Hon. Curtis Ivy
United States Magistrate Judge

AMENDED JOINT STIPULATED ORDER

Whereas, counsel for Plaintiffs, counsel for EasyKnock, Inc. and EK Real Estate Fund 1, LLC and counsel for Jarred Kessler¹ met and conferred about the above-captioned matter and certain issues raised both in Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction (ECF No. 3) and the Court's Temporary Restraining Order (ECF No. 8) ("TRO");

Whereas, while the Parties dispute that Plaintiff's claims at issue in this case are subject to arbitration ("Arbitration"), the Parties are in agreement that pursuant

¹ Plaintiffs, EasyKnock, Inc., EK Real Estate Fund 1, LLC and Jarred Kessler are referred to herein as the "Parties."

to the arbitration provisions in the respective agreements between Plaintiffs and Defendant EK Real Estate Fund 1, LLC the issue of arbitrability should be submitted to Arbitration in the first instance, with the appropriateness of further arbitration to be determined after the issue of arbitrability is decided by the arbitrator;

Whereas, the Parties are in agreement that the Court's TRO prohibiting the Defendants from initiating eviction actions against Plaintiffs shall remain in effect until each Plaintiff's claims are resolved whether in the Arbitration or litigation; and

Whereas, the Parties have agreed to additional matters regarding the Arbitration and other temporary measures;

It is hereby ORDERED as follows:

1. For the duration of Arbitration or litigation, Defendants and anyone acting on their behalf as agents, property managers, or employees, are prohibited from
 - a) initiating eviction actions against any of the Plaintiffs, including but not limited to Demands for Possession and Notices to Quit, b) otherwise declaring any of the Plaintiffs from being in default on their Lease Agreement with Defendants, and c) selling Plaintiffs' homes;
2. The Plaintiffs shall establish and maintain an escrow account for their respective monthly rent payments. Beginning on August 1, 2024, Plaintiffs respectively shall make monthly payments on the first day of the month and

continuing until the Arbitration or litigation is resolved. Plaintiffs are each responsible for following monthly payments:

Plaintiffs Randee Noggle and Adam Noggle – \$394.62

Plaintiffs Catherine Rodgers and Leonard Rodgers – \$1,256.07

Plaintiff Kendrick Rouser – \$500

Plaintiffs Gunther Hamann and Lauren Hamann – \$813.80

3. At the conclusion of the Arbitration or this litigation, whether through judgment, award, or settlement agreement, the Court or arbitrator will issue an Order, or the settlement agreement between the Parties shall direct the distribution of funds collected into escrow and thereafter dissolve the escrow accounts.
4. Each Plaintiff shall be responsible for filing its own demand for arbitration. The Parties also agree that each demand for Arbitration shall be filed pursuant to the AAA Consumer Arbitration Rules. The Parties further agree that Defendants EasyKnock, Inc. and EK Real Estate Fund 1, LLC shall pay the arbitrator's fees and associated administration fees.
5. During the Arbitration or this litigation, Defendants will continue to ensure that property taxes, homeowners' association fees, and other necessary costs of Plaintiffs' homes are paid and kept current.

6. The Court will stay these proceedings pending the outcome of the Arbitrator's decision as to arbitrability, and the Parties shall promptly notify the Court in writing when that decision is issued.

IT IS SO ORDERED

Dated: July 23, 2024

s/Sean F. Cox

Sean F. Cox

United States District Judge

Respectfully Submitted by:

/s/ Robin B. Wagner

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Dated: July 17, 2024